

INDEFINITE-TERM LEASE.

NP 100539

NO. 100539

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called Railway Company, hereby leases to

(b) (6), of Bellevue, Washington,

hereinafter called

Lessee, the following premises, ~~XX~~ near Quendall siding,~~XXXX~~ in the County of

King

and State of Washington,

to-wit:

That portion of Railway Company's 100-foot right of way for its Belt Line in Government Lot 3 of Section 20, Township 24 North, Range 5 East, W.M., lying between 17 feet and 50 feet westerly, measured at right angles, from the centerline of Railway Company's main track as now constructed, and between lines extending westerly at right angles to said centerline from points therein distant 2910 feet and 2960 feet northerly, measured along said centerline, from Mile Post 7 (which mile post is at survey station 897+41 in said centerline).

(Area: 1650 square feet)

USEPA SF



1338133

TO HAVE AND TO HOLD subject to the provisions following and until this lease is terminated as hereinafter provided:

1. This lease shall be effective from the date hereof or from the effective date if any is hereinafter provided; and Lessee shall occupy said premises within three months from said effective date for the purpose of maintaining thereon a carport and a portion of a yard.

2. As annual rental Lessee shall pay in advance the sum of twelve and no/100 dollars (\$12.00) for the first year and fifteen and no/100 dollars (\$15.00) thereafter.

3. (a) Lessee shall pay all general taxes, license fees, or other charges applicable to or assessed against said premises, or any part thereof, during the term of this lease, including those for the year 1969, even though such taxes, license fees, or other charges may not become due and payable until after expiration or cancellation of this lease. Any special assessment for public improvements assessed or levied against said premises, or any part thereof, will be paid by Railway Company, and the annual rental specified above will be increased from the date of such payment in a sum equal to 8% of the amount of such special assessment. If any taxes or special assessment is applicable to or assessed or levied against any tract or parcel of which said premises are a part, Railway Company may allocate the taxes or special assessment among the various parts of said tract or parcel, including said premises. In case of taxes, Lessee will pay the part allocated to said premises; and in the case of special assessments, Railway Company will pay the same and Lessee will pay increased rental as above provided.

(b) In case of nonpayment of rental, taxes, license fees, or other charges, the same shall, until paid, constitute a lien upon any buildings or other property owned by Lessee located upon said premises, and the lien may be foreclosed according to law. Lessee shall not remove said buildings or other property until said rental, taxes, license fees, or other charges have been paid, unless directed to do so by Railway Company.

4. Railway Company reserves the right to change the rental stipulated herein at any time while this lease remains in effect.

5. Without the consent and approval of the Division Superintendent of Railway Company, no structure shall be erected on said premises by Lessee if the same is not to be placed parallel to the main track of Railway Company. Lessee shall not place or permit to be placed any advertising matter upon any part of said premises or upon any improvements thereon except such as is necessary to advertise Lessee's own business.

6. (a) No building or structure erected on said premises shall have a swinging door or window opening towards any railway track which, when open, will restrict the clearance to less than 8.5 feet from the center line of such track.

(b) Lessee shall not place or permit to be placed, or to remain, any material, structure, pole, or other obstruction within 8.5 feet laterally of the center line or within 23 feet vertically from the top of the rails of any track.

(c) Lessee agrees to indemnify and save harmless Railway Company from all loss, damage, penalties, costs, or judgments that may be assessed against or recovered from it on account of or in any manner growing out of a violation of the provisions of this paragraph 6.

7. (a) It is understood by the parties that said premises are in dangerous proximity to the tracks of Railway Company and that property on said premises will be in danger of injury or destruction by fire incident to the operation, maintenance, or improvement of the railway, and Lessee accepts this lease subject to such dangers. It is therefore agreed, as one of the material considerations of this lease without which the same would not be granted, that Lessee assumes all risk of loss, damage, or destruction by fire to buildings or contents or to any other property brought upon or in proximity to said premises by Lessee, or by any other person with the consent or knowledge of Lessee, without regard to whether such fire be the result of negligence or misconduct of any person in the employ or service of Railway Company or of defective appliances, engines, or machinery, except to the premises of Railway Company and to rolling stock belonging to Railway Company or to others, and to shipments of third parties in the course of transportation. Lessee hereby indemnifies and agrees to protect Railway Company from all such loss, damage, or destruction to property, including claims and causes of action asserted against Railway Company by any insurer of said property.

(b) Lessee also agrees to indemnify and hold harmless Railway Company for loss, damage, injury, or death from any act or omission of Lessee, Lessee's invitees, licensees, employees, or agents, to the person or property of the parties hereto and their employees, and to the person or property of any other person or corporation while on or near said premises; and if any claim or liability other than from fire shall arise from the joint or concurring negligence of both parties hereto, it shall be borne by them equally.

8. It is agreed that the provisions of paragraphs 6 and 7 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of Railway Company's property of which said premises are a part.

9. Notwithstanding any requirement herein for payment of rental in advance for a period in excess of one month, either party may at any time terminate this lease thirty (30) days after written notice to the other party of termination. Lessee shall give its notice to the Manager, Industrial Development of Railway Company by United States mail. Railway Company may give its notice in the

same manner to Lessee at (b) (6) Washington, or may serve same personally on Lessee or post on said premises. Any notice given by United States mail shall be effective upon the date it is deposited in the mails.

10. Upon the termination of this lease pursuant to the provisions of paragraph 9, Lessee, before the expiration date fixed in the notice and except as otherwise provided in paragraph 3.(b) hereof, shall remove its property and improvements from said premises and fill all excavations thereon; and in case of failure to do so, Railway Company may remove such property and improvements and fill the excavations at the cost of Lessee or may appropriate the same to its own use without compensation.

RW

11. Lessee shall not permit the existence of any nuisance nor the accumulation of any material or refuse on said premises or adjacent to the tracks of Railway Company and shall at all times keep same in a clean and sanitary condition and shall comply with all laws and regulations in reference to combustible or flammable materials on said premises.

12. Railway Company reserves the right at any time to change the grade of its tracks without compensation to Lessee, and in the event such change is made, or the grade of any highway in proximity to said premises is changed, Lessee shall bear all expense necessary to adapt said premises and improvements thereon to the changed conditions.

13. Railway Company reserves the right to maintain its existing facilities and to construct or permit the construction of additional facilities on said premises for the benefit of or for the purpose of serving Railway Company or other lessees of Railway Company and also the right to enter upon said premises for the purpose of constructing, reconstructing, repairing, operating, relocating, and removing said facilities.

14. This lease is granted subject to permits, leases, and licenses, if any, heretofore granted by Railway Company affecting said premises.

15. (a) Without the written consent of Railway Company, Lessee shall not assign this lease or any interest therein, or sublet; and no heir, executor, administrator, receiver, master, sheriff, trustee in bankruptcy, or other assignee by operation of law shall assign or sublet without such written consent.

(b) In the event of assignment of this lease, Railway Company, having no advice to the contrary, shall at such time credit all unearned rental hereunder to the assignee. Any other disposition of unearned rental will be made by Railway Company only upon the joint written request of both Lessee and Lessee's assignee at the time of submitting said assignment to Railway Company for its consent.

16. This lease is effective as of September 1, 1968, and supersedes and terminates as of that date any interest of Lessee herein under that certain lease numbered 80251 and dated February 28, 1956 from Railway Company to (b) (6)

(b) (6) who effective January 3, 1967 assigned their interest therein to (b) (6) predecessor in interest to Lessee herein with respect to the ownership of said carport; provided that such termination shall impair no right or obligation arising thereunder prior to the effective date hereof.

IN WITNESS WHEREOF the parties have executed this lease in duplicate this 11th day of November, 1968.

NORTHERN PACIFIC RAILWAY COMPANY,

By

For Western Manager Industrial Development

(b) (6)

(b) (6)

Lessee.

NOTE: If the Lessee is a corporation sign the corporate name, then the name of the officer executing, followed by his title.

hp 100223

TOPIC

100-904-1000

AGREEMENT, made this 16th day of May, 19 69 among NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called Railway Company,

(b) (6) of Bellevue, Washington, hereinafter called Assignor, and

(b) (6) of Seattle, Washington, hereinafter called Assignee:

By lease numbered 100539 and dated November 14, 1968

leased to Assignor near Quendall, King County, State of Washington  
Railway Company  
certain premises

Assignor and Assignee desire that Assignor's interest in said lease be assigned to Assignee and that Railway Company consent thereto.

NOW THEREFORE, the parties hereto, in consideration of their mutually-dependent promises, hereby agree as follows:

1. For a valuable consideration, the receipt of which by Assignor is acknowledged, Assignor sells, assigns, transfers and sets over to Assignee all of Assignor's interest in and under said lease, as the same may have heretofore been amended or modified by any supplemental agreement mentioned above and as the same may be hereby modified and amended.

2. Assignee assumes and shall perform and be bound by all the terms, conditions and provisions of said lease, as the same may have heretofore been amended or modified by any supplemental agreement mentioned above and as the same may be hereby modified and amended and Assignee shall use said premises for the purpose of maintaining thereon of a carport and a portion of a yard.

3. Railway Company consents to the assignment from Assignor to Assignee; provided that such consent shall not be construed as consent to any further assignment of said lease.

4. This agreement shall be effective as of the date hereof

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

NORTHERN PACIFIC RAILWAY COMPANY,

By 

(b) (6) Western Manager Industrial Development

(b) (6)

ROBERT CONRAD

Assignor

Witnesses to execution by Assignee:

(b) (6)

(b) (6)

signee

# RENTAL CALCUALTION WORKSHEET

Lessee: (b) (6)  
 Lease Number: NP 100539  
 Location: Quendall, WA (nr.)

Term: Indefinite  
 Area: 1,650 SF  
 Purpose: Carport & p/o Yard Site

Transfer from:  
 Reissue from:  
 Lease Manager: R D Peterson  
 Revision Date 05/05/1993

Present Rental Basis Established Date 09/01/1993

| Annual Rental     | "Area Sq Ft | % Return | Value Sq Ft        |
|-------------------|-------------|----------|--------------------|
| <del>180.00</del> | 1,650       | .12      | \$ <del>0.94</del> |

*1200 600*

## Proposed Rental

| Area Sq Ft | Value Sq Ft | % Return | Annual Rental |
|------------|-------------|----------|---------------|
|            |             |          | \$ 0.00       |

Rent set at Minimum/Rounded To \$ Effective Date

## Market Data

| Lease No. | Lessee | Use | Term | Date | Rent | Area | % Return | Value Sq Ft |
|-----------|--------|-----|------|------|------|------|----------|-------------|
|           |        |     |      |      |      |      |          |             |
|           |        |     |      |      |      |      |          |             |

Comments:



# CATELLUS

October 30, 1997

(b) (6)

Bellevue, WA 98004

RE: Lease #100,539      Location: Quendall, WA

Dear Ms. (b) (6)

This is in regard to the rental established for the above captioned lease.

We are presently reviewing rentals on our system and have determined from current data that the rental should be adjusted to \$600.00 per annum, payable annually in advance. This new rental will be effective September 1, 1997.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the lease to a definite term.

Sincerely,

Larry L. Seyda  
Regional Manager  
(206) 748-9420



# CATELLUS

June 26, 1997

(b) (6)

Bellevue, WA 98004

RE: Lease #100539(NP) Location: Quendall, Washington

Dear (b) (6)

This is in regard to the rental established for the above captioned lease.

We are presently reviewing rentals on our system and have determined from current data that the rental should be \$1,200.00 per annum, payable annually in advance. This new rental will be effective September 1, 1997. You will receive a statement with a return envelope shortly before then.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the lease to a definite term.

This letter is a supplement to your lease, which will remain in effect except as hereby noted.

Sincerely,

Larry Seyda  
Regional Manager  
206-447-3448



**BURLINGTON NORTHERN RAILROAD**

Logistics & Property Services  
2100 First Interstate Center  
999 - 3rd Avenue  
Seattle, WA 98104-4080  
(206) 467-3496

May 3, 1993

(b) (6)

Bellevue, WA. 98004

RE : Lease #NP 100,539 - Bellevue, WA.

Dear (b) (6)

This letter is in regard to the rental established for the above captioned lease.

We are presently reviewing rentals on our system and have determined from current data that the rental should be \$15.00 per month payable annually in advance. This new rental will be effective 9-1-93, and you will receive a statement with a return envelope shortly before then.

As a matter of clarification, quoting the rent for a specific period and payment in advance does not convert the lease to a definite term.

This letter is a supplement to your lease, which will remain in effect except as hereby amended.

Sincerely,

Rod D. Peterson  
Manager Logistics & Property Services

Industrial Development and  
Property Management Dept.

**JUL 6 1982**

|     |      |
|-----|------|
| EDG | TJF  |
| EWR | SEI  |
| HDS | RMB  |
| LGL | DPS  |
| JHI | CPE  |
| MED |      |
| BFK |      |
| KJT |      |
| AWG | FILE |

800 Central Building  
Seattle, WA 98104  
Phone 625-6682

(b) (6)

July 1, 1982

Seattle, WA 98004

Dear Mr. (b) (6)

Your attention is directed to the rate of rental which you pay for premises occupied under Lease No. (NP) 100,539 at Quendall, Washington.

*can file*

The rental no longer reflects a fair return on market value of the leased property and considering present day values, the rental must be increased to \$75 per annum.

Lease No. (NP) 100,539 is thus hereby supplemented to provide that effective September 1, 1982, the rental shall be \$75 per annum, payable in advance and future billing will reflect this change. Specifying a rental rate on an annual basis and payment thereof in advance does not imply nor will it serve to convert said lease to a definite term.

This letter will serve as a supplement to Lease No. (NP) 100,539 which will continue in effect in accordance with its terms except as hereby supplemented and amended.

Very truly yours,

Fred S. Wagner  
Real Estate Representative

*I B M Cards*  
*increased*  
*UM Date 7-7-82*

FSW:c

bcc: Mr. A. W. Grauel  
Mr. D. E. Brink



(b) (6)

July 12, 1979

Seattle, WA 98004

Dear Mr. (b) (6)

Your attention is directed to the rate of rental which you pay for premises occupied under lease No. (NP) 100,539, at Quendall, Wa.

In view of the economic changes which have occurred during the past several years, the rental in said lease no longer reflects an adequate return on the value of the property occupied under said lease.

Considering present day values, the current money market and other related factors, we have concluded that the rental for the subject property must be increased to \$50 per year, payable annually in advance.

Lease No. (NP) 100,539 is thus hereby supplemented to provide that effective Sept. 1, 1979, the rental shall be \$50 per year, payable annually in advance and future billing will reflect this change. Specifying a rental rate on a monthly or annual basis and payment thereof in advance does not imply nor will it serve to convert said lease to a definite term.

It has also been determined that the rate of return on special assessments specified in said lease is no longer adequate and, therefore, in the event of future special assessments the rental herein stipulated to be paid shall be automatically increased by an amount equal to twelve percent (12%) per annum on the total amount of the assessment chargeable against the demised premises.

Industrial Development  
Property Management  
JUL 16 1979  
18

*Increased*  
*MSK 7/24/79*

(b) (6)

Seattle, Washington 98004

Dear (b) (6)

|   |  |
|---|--|
| Industry Development and<br>Property Management Dept. |  |
| JUN 26 1975   |  |
| RHB   |  |
| TUF   |  |
| REA   |  |
| GPP   |  |
| SPW   |  |
| WJC   |  |
| EB  |  |
| AMG   |  |
| FILE  |  |

June 20, 1975

File: Lease No. (NP) 100,539

Your attention is directed to the rate of rental which you pay for premises occupied under lease No. (NP) 100,539 near Quendall, Washington.

In view of the economic changes which have occurred during the past several years, the rental in said lease no longer reflects an adequate return on the value of the property occupied under said lease.

Considering present day values, the current money market and other related factors, we have concluded that the rental for the subject property must be increased to \$2.08 per month, payable annually in advance.

Lease No. (NP) 100,539 is thus hereby supplemented to provide that effective September 1, 1975, the rental shall be \$2.08 per month, payable annually in advance and future billing will reflect this change. Specifying a rental rate on a monthly or annual basis and payment thereof in advance does not imply nor will it serve to convert said lease to a definite term. \$24.96

It has also been determined that the rate of return on special assessments specified in said lease is no longer adequate and, therefore, in the event of future special assessments the rental herein stipulated to be paid shall be automatically increased by an amount equal to twelve percent (12%) per annum on the total amount of the assessment chargeable against the demised premises.

This letter will serve as a supplement to lease No. (NP) 100,539 which will continue in effect in accordance with its terms except as hereby supplemented and amended.

Very truly yours,

R. M. Boyd, Assistant Manager  
Property Management

bcc: Mr. A. W. Grauel  
Mr. D. E. Brink

RMB/ifp

*Billing Inc.*  
6-26-75

Page 2

(b) (6)

July 12, 1979

This letter will serve as a supplement to lease No. (NP) 100,539 which will continue in effect in accordance with its terms, except as hereby supplemented and amended.

Very truly yours,

F. S. Wagner  
Real Estate Representative

bcc: Mr. A. W. Grauel  
Mr. D. E. Brink

FSW: d

Industrial Development and  
Purchasing

JUL 20